

Collective Bargaining Agreement

Between the

**International Association of Firefighters, AFL-CIO –
Clermont Professional Firefighters Local 4350**

And the

City of Clermont, Florida

October 1, 2009 through September 30, 2012

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the "City" or "employer" and the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 hereafter referred to as the "Union."

The general purpose of this Agreement is to establish wages, hours and terms and conditions of employment for bargaining unit members and to provide an orderly procedure for the resolution of grievances.

In this Agreement, the terms "Clermont," and "the City," refer to the employer, the City of Clermont and its Fire Department. The terms "bargaining unit member," "member," or "employee," refers to the full-time certified Firefighters employed by the City of Clermont in the classification of Firefighters, Firefighter/Inspectors, Fire Inspectors/Plans Examiner and Fire Lieutenants.

Uses of gender references, "he" and "she" are considered interchangeable.

Article 1

Recognition

The City hereby recognizes the International Association of Firefighters, AFL-CIO Clermont Professional Firefighters Local 4350, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

Article 2

Prevailing and Management Rights

- 2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Fire Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its certified Fire employees, to take disciplinary action for proper cause, and to relieve its certified Fire employees from duty, provided in so doing the provisions of this agreement are not violated.
- 2.2 The City reserves the right:
- A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
 - D. To make and enforce work performance standards.
 - E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
 - F. To determine job descriptions.
 - G. To make and enforce safety rules.
 - H. To transfer and promote members.
 - I. To determine the size and composition of the work force.
 - J. To lay off bargaining unit members for lack of work or other legitimate reasons.
 - K. To transfer, subcontract, and eliminate work.
 - L. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
 - M. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause and in accordance with contract provisions.

- N. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.
- 2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement. The City recognizes its obligation to bargain over all wages, hours, or other terms of employment currently enjoyed by all bargaining unit members.
- 2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate over the matter or to negotiate over the impact thereof.

Article 3

Indemnification

- 3.1 When the City may legally do so, the City shall furnish to bargaining unit members legal counsel and defense in accordance with F.S.S. 768.28(5) and (9). To the extent permitted by law, no bargaining unit member shall be held personally liable in tort for any injuries or damages suffered as the result of any act, event or omission of action in the scope of his/her employment or function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, political affiliation or sexual orientation as prohibited by State or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 4.4 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, veteran's status or political affiliation. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members will be conducted in accordance with Florida Statute 112.80, ET. seq., known as the Firefighters' Bill of Rights.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Firefighters' Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, he/she at the discretion of the Fire Chief may be allowed to continue performing his/her regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Unfounded – The complaint is false or non-factual.
 - B. Valid – There is sufficient information or evidence to substantiate the complaint.
 - C. Invalid – There is insufficient information or evidence to prove or disprove the complaint.
- 5.6 If the findings of the investigation are classified as Valid and discipline is to be provided, a complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member. The report summary and discipline will be placed in the personnel file when the final determination has been made by the Fire Chief as to the form of discipline.

- 5.7 If the findings of the investigation are classified as anything other than Valid, no information pertaining to the investigation shall be placed in the bargaining unit member's personnel file. However, the investigative report and supporting documentation will be placed in the Fire Department's Administrative Investigation file.

Article 6

Professional Standards and Disciplinary Action

- 6.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses an appropriate form of corrective action to obtain its intended purpose, which is to correct inappropriate conduct. However, there are situations where conduct is such that more severe discipline may be warranted without progressive applications. Employees will not be discharged or disciplined without proper cause.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Fire Chief.
 - B. Prior to any disciplinary action being taken, management will investigate as appropriate to determine the applicable facts and evidence which would support or not support the disciplinary action. If the investigation is reasonably expected to result in disciplinary action involving loss of pay or termination, such investigation will be conducted in accordance with Article 5 of this Agreement.
- 6.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file.
- 6.3 Discipline is an action initiated and administered when positive corrective measures designed to train or effect behavior change are unsuccessful in attaining satisfactory employee performance; or action initiated and administered by supervisors when an employee commits a pronounced deviation regarding a rule, order, directive or procedure. Discipline may take the form of:
- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
 - B. Suspension: An unpaid period of time of not less than one day and not more than one pay period. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.

D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a Firefighter under Florida Statutes, he/she shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended pending final court disposition of criminal charges is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty.
- 6.6 A bargaining unit member who is suspended without pay under this Article, may, at his/her choice, use accrued vacation or compensatory leave during the suspension.
- 6.7 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.8 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Department Operating Guidelines and written communications issued by the Department or the City, including the City's Personnel Policy, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.9 No disciplinary action will be taken for violation of a rule or regulation until seventy-two (72) hours after posting or distribution of the rule or regulation.
- 6.10 Documentation by supervisors of incidents, acts, or behavior potentially leading to disciplinary action is essential. Record keeping must identify dates, times and circumstances. The affected bargaining unit member shall be notified within a reasonable time when such data is being created and retained.
- 6.11 If disciplinary action is proposed that includes termination, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure, the bargaining unit member will be notified in writing of the proposal and the reason or reasons five (5) business days prior to the effective date of such action.
- 6.12 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the investigative report and supporting documents and an opportunity to address the report findings with the Fire Chief in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing five (5) business days prior to the hearing.

- 6.13 Within ten (10) business days of the conclusion of the pre-disciplinary hearing, the Fire Chief shall notify the bargaining unit member of his/her decision in respect to the form of discipline, if any.

Article 7

Personnel Records

- 7.1 The bargaining unit member's official personnel files are to be maintained in the City's Human Resources Department.
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of his/her personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified within a reasonable time frame when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental.

Article 8

Work Period and Work Shift

- 8.1 The work period for twenty-four hour bargaining unit members shall be twenty-eight consecutive days as provided for in Section 7 (k) of the Fair Labor Standards Act. The work period for eight (8) hour bargaining unit members shall be seven (7) consecutive days.
- 8.2 The work schedule for twenty-four (24) hour bargaining unit members shall be twenty-four (24) continuous hours on duty starting at 8:00 a.m. followed by forty-eight (48) continuous hours off duty. An eight (8) hour bargaining unit member's work schedule shall consist of five (5) days on and two (2) days off with their starting and ending times determined by the Fire Chief.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change individual work schedules (starting and ending times and days on/off) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each eight (8) hour bargaining unit member will be entitled to a one (1) hour unpaid lunch break. The time period for the breaks must be approved by the bargaining unit members' supervisor prior to the bargaining unit member taking the break.
- 8.5 Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. Seniority shall be based on the department's Time in Grade Seniority List (Article 27.9). The shift picks or bids will occur as determined by the Fire Chief. The City retains the right to determine the number of slots available on each shift.
- 8.7 Twenty-four (24) hour bargaining unit members shall have one (1) twenty-four (24) hour shift off unpaid every twenty-eight (28) day cycle ("Kelly Day"). The City will give as much advance notice as possible when scheduling adjustments are made.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period as provided for in Section 7(k) of the Fair Labor Standards Act for twenty-four (24) hour bargaining unit members and in excess of forty (40) hours in a seven (7) day period for eight (8) hour bargaining unit members.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by management; an employee is not entitled to assign or approve overtime to him/herself. Overtime shall be scheduled in accordance with the procedures herein, except in instances of declared emergency.
- 9.4 In an effort to create the equitable distribution of overtime, the City agrees to use the following methodology when assigning or scheduling overtime to bargaining unit members. The City shall maintain two lists which shall comprise the members in the rank of firefighter and fire lieutenant. Each list shall initially start based upon the departments' time-in-grade seniority list (see Article 27.9). The list of firefighters shall contain a list of certifications consistent with the Department's Operating Guidelines. Members shall be called in order of placement on the list with the highest being offered first for the position which needs to be staffed, based on certifications necessary for the position needing coverage. Once a member has been contacted by the department, either by direct voice or voicemail notification, said member shall have ten (10) minutes to reply to either accept or decline the opportunity. A verbal acceptance of an overtime opportunity shall cause the member to be moved to the bottom of the list. If the next highest member on the list does not possess equal certifications for which the opportunity requires, is on duty, is unreachable by voice contact, or declines the opportunity, the department shall move down the list in order of succession until a member possessing required certifications is found, and accepts the opportunity. Only verbal acceptance by a member shall cause them to move to the bottom of their respective list. All future opportunities shall begin with the member at the top of the list. At no time shall a member be moved from the top of the list until such time as they have accepted an overtime opportunity which is greater than nine (9) consecutive hours. No member who is required by the department to take overtime due to a mandatory situation shall move from their current spot on the list, even if it is greater than nine (9) consecutive hours. If at any time, a member feels that they do not want to be part of either of the two overtime lists, that member shall be allowed to write a letter to the Fire Chief stating his/her intentions. Such member may revoke this letter at his/her discretion.

- 9.5 The Fire Chief has the authority to waive the requirements of Article 9.4 in the event of an actual or pending emergency.
- 9.6 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.7 In lieu of receiving cash for overtime worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
- A. Equivalent compensatory time for each overtime hour worked based on Article 9.4 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Human Resources Department.
 - B. The maximum accrual of compensatory time is fifty (50) hours for twenty-four (24) hour shift employees and forty (40) hours for eight (8) hour shift employees. When an employee has reached his/her maximum accrual, the City will include payment for any subsequent overtime in the employee's paycheck.
 - C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the Department. The minimum time period for use of compensatory time is four (4) hours.
 - D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.
 - E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 10

Extra-Duty

- 10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.
- 10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Fire Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a weekly supplement of \$75.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.
- 10.3 Bargaining unit members shall be compensated for training or re-training when such training or re-training is required by the Fire Chief or the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Bargaining unit members shall not be compensated for training or re-training, when such training or re-training is not approved by the Fire Chief or his designee.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City, with the exception that bargaining unit members may not use their available accrued annual leave in increments less than four (4) hours per shift.

11.2 The maximum amount of annual leave that bargaining unit members may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 hour	320 hours
24 hour	400 hours

11.3 In the event that the City reduces the annual leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 12

Sick Leave

- 12.1 Bargaining unit members are entitled to the same sick leave benefits available to all other employees of the City.
- 12.2 In the event that the City reduces the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 13

Bereavement Leave

- 13.1 Bargaining unit members are entitled to up to three (3) consecutive shifts of bereavement leave upon approval of the Fire Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as spouses, children, step children, parents, step parents, parents in law, step parents in law, siblings, step siblings, grandparents, step grandparents, grandchildren and step grandchildren.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Fire Chief.

Article 14

Leave of Absence Without Pay

- 14.1 All applications for leave of absence without pay must be submitted in writing and approved by the Fire Chief and the City Manager. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 14.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence.
- 14.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period. No other benefits will be available to the bargaining unit member during the leave of absence period.

Article 15

Military Leave and Military Duty

- 15.1 Military leaves shall be granted in accordance with the City's Personnel Policy and Florida and Federal Law.
- 15.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days notice, or as much notice as possible to his supervisor that his military duty will occur on the specific dates.

Article 16

Workers' Compensation/Injury Leave

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to promptly report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee shall have the discretion of a physician of his/her own choice to the extent that the physician selected is approved by the carrier and providing all reports and charges of the physician comply with applicable Workers Compensation law.
- 16.4 Any disagreement between medical doctors for the member and the City, or in the selection of a physician shall be resolved as outlined in Florida Statutes and the Workers Compensation Managed Care Grievance Procedure.
- 16.5 An employee injured on the job will receive his/her full pay for the day of the accident, whether or not he/she is able to return following examination.
- 16.6 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.7 A bargaining unit member who receives a job related injury within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.8 A bargaining unit member who receives a job related injury after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed two hundred (200) hours. Workers compensation payments issued during the period of injury leave shall be signed over to the City.
- 16.9 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members regular wages.

Article 17

Vehicles

- 17.1 The City shall equip fire apparatus in such a manner as to allow bargaining unit members to perform the duties and responsibilities of their position. The Fire Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for fire department vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him/her or the public, or both, he/she shall immediately inform his supervisor. If the Shift Commander concurs, the unsafe vehicle or other equipment shall not be used. No vehicle or piece of equipment shall be released back for duty use until inspected and determined safe or repaired by competent mechanical personnel. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Fire Chief via the chain of command.
- 17.4 With respect to vehicles, the term "unsafe" shall be as defined in the Departmental Operating Guidelines.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place for repair, without hazard to himself/herself or the public, he/she shall do so, if ordered to do so by his/her Supervisor.
- 17.6 Bargaining unit members shall not be required to perform major repairs on vehicles or facilities. However, bargaining unit members are expected to check fluids and perform preventive maintenance on vehicles and facilities.
- 17.7 Bargaining unit members required to use their personal vehicles in the performance of any assigned duties shall be reimbursed per the City's Personnel Policy.
- 17.8 Bargaining unit members assigned to certain positions may be allowed to drive City vehicles home, based on specific authorization by the City Manager. In the event a member is transferred to a position that does not require the use of a take home vehicle, the member's use of a take home vehicle shall cease. Members shall be required to use such vehicles in accordance with the City's Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement.

Article 18

Personal Day

- 18.1 Bargaining unit members are entitled to the same personal day benefits available to all other employees of the City.
- 18.2 In the event that the City reduces the personal day benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 19

Insurance

- 19.1 The City agrees to provide the same health and dental insurance benefits and applicable costs to bargaining unit members as adopted for all City employees.
- 19.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Firefighters Union, Local 4350 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the training room or conference room at no cost for meetings of Local 4350 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours unless specifically authorized by the Fire Chief or his designee.
- 20.3 Wall space, equivalent to approximately one-third (1/3) of the fire station's bulletin board space, will be allowed as approved by the Fire Chief for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 4350 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and Unit members shall not transmit any material which would violate the City's Electronic Mail Policy.
- 20.6 The Union shall be granted up to one (1) hour during new firefighter orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.
- 20.7 The City shall allow such internal Union business as membership recruitment, campaigning for union office, distribution of literature, and all other Union activities during reduced activity periods.
- 20.8 The City shall allow the Union to continue to raise, collect and obtain monies benefiting the Muscular Dystrophy Association and to present those monies as a joint effort between the City of Clermont and the Union. Times and locations of collections shall be approved by the Fire Chief or his designee.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. "Seniority" for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Fire Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 4350 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not "bump" another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 4350. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Fire Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

- A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.
- B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill vacancies through its ordinary hiring process.

21.6 Members will be provided notice of recall and must follow the procedures defined below in order to protect recall rights.

- A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.
- B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than the tenth (10th) business day following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
- C. Within ten (10) business days or less, if approved by the Fire Chief, of the date a laid off member gives notification to the Human Resources Department of his/her desire to return to work, the member must report fit for duty or lose recall rights.

21.7 Seniority does not accrue during layoff, nor does the member accrue time off or other benefit eligibility. Upon recall, a member's seniority shall be counted from the member's former hire date, less the period of layoff.

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from their pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the International Association of Firefighters, AFL-CIO reasonably thereafter. The monies forwarded to International Association of Firefighters, AFL-CIO shall be for Clermont Firefighters Union, Local 4350 and shall be marked as such.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 4350.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Fire Department and Local 4350 and its members involving the interpretation or application of this Agreement.
- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 4350. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.
- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within five (5) business days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.
- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 4350 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.
- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Firefighters Union, Local 4350, shall file the grievance, in writing, with the Fire Chief within five (5) business days of the occurrence of the event giving rise to the grievance.
- The Fire Chief will conduct a meeting within ten (10) business days with the grievant and his requested representative, unless the Fire Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with Union Local 4350. The Fire Chief shall

notify the grievant and the Union of his decision, in writing, within ten (10) business days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager within ten (10) business days of receipt of the notification from the Fire Chief.
 - The City Manager shall conduct a meeting within ten (10) business days with the grievant and his requested representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or a person affiliated with a Union other than the certified bargaining agent. The City Manager shall notify the grievant and the Union of his decision, in writing, within ten (10) business days after the meeting date.
- 23.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.
- 23.8 All class action grievances shall be filed at Step Two.
- 23.9 The aggrieved bargaining unit member and the Union shall be given at least two (2) business days notices of the grievance meetings provided herein.
- 23.10 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.
- 23.11 New hire probationary bargaining unit members shall not have the right to grieve discipline or discharge.
- 23.12 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City Of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 24

Arbitration

- 24.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fifteen (15) business days after the receipt of the Step Two decision. Said written notice shall include a statement of facts upon which the case is submitted, including a statement of the position of the Union with respect to the arbitral issues.
- 24.2 Within ten (10) business days of the receipt of such notice, a letter shall be directed by the Union to either the American Arbitration Association or Federal Mediation and Conciliation Service requesting a list of arbitrators. Within five (5) business days of receipt of the list of arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.
- 24.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.
- A. Any party may be represented at the hearings by counsel or any other representative.
 - B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
 - C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.
- 24.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.
- 24.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

- 24.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.
- 24.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.
- 24.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be directly related to the job performed by the member or a required course for a degree that is directly related to the job performed by the member.
 - B. The course must be approved by the Fire Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- 25.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of seven hundred fifty (\$750.00) dollars per fiscal year in accordance with the following schedule:
- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
 - B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary.

- 26.1 The annual physical examination will include the following: Urinalysis, Audio Screen Test, Pulmonary Function Test, Hepatitis B Series, Blood Pressure, Blood Chemical Profile (SMAC-24 Blood Test), Vision Test, Height and Weight recorded, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.5 All physical examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the annual physical examination with the approval of the City. The physical examination must be completed according to NFPA 1582, Standards on

Comprehensive Occupational Medical Program for Fire Departments. If the bargaining unit member's personal physician performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Fire Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief or his designee only after receipt of actual notice of such rule modification.
- 27.43 The City agrees to review with the Union and bargain, if required prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines, written directives or personnel policies.
- 27.4 Any memorandum issued will be in effect until the next annual revision of the department's operating guidelines, after which they must either be incorporated in the department's operating guidelines or shall be null and void.
- 27.5 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Substance Abuse Policy – Part A.
- 27.6 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.7 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Fire Chief at his/her discretion for additional observation.
- 27.8 A bargaining unit member may, subject to prior approval of the Fire Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties.
- 27.9 An Extra Hours Opportunities List will be maintained for the firefighter and fire lieutenant job classifications. Bargaining unit members will be maintained on the list based on their job classification experience in the department, with the most experienced being the highest on the list.

Article 28

Severability Clause

- 28.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.
- 28.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 29

Locker Room Facilities

- 29.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.
- 29.2 Said locker room facilities shall consist of, but not limited to, the following: lockers, showers, training room.
- 29.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law, provided said inspection is done in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 30

Voting

- 30.1 During a primary, special or general election, a bargaining unit member who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 31

Wages

31.1 The following pay scales shall be effective during the duration of this contract:

	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Firefighter	\$13.78	\$35,875	\$20.67	\$53,812
Firefighter/Inspector	\$19.11	\$39,749	\$28.67	\$59,624
Fire Inspector/Plans Examiner	\$19.11	\$39,749	\$28.67	\$59,624
Fire Lieutenant	\$16.61	\$43,255	\$24.92	\$64,882

The annual hours for Firefighters and Fire Lieutenants shall be 2604 hours. The annual hours for Firefighter/Inspectors and Fire Inspector/Plans Examiners shall be 2080 hours.

31.2 Bargaining unit members who have specified certifications shall be eligible to receive incentive pay in accordance with the requirements outlined in the department's operating guidelines. Bargaining unit members who do not complete the necessary re-certification requirements necessary to maintain these certifications shall not be paid the incentive pay amounts. The incentive pay shall be based on annual amounts and paid to bargaining unit members bi-weekly in their regular paychecks. Incentive pay is included in the calculation of the bargaining unit member's FLSA hourly pay rate, however, it is not subject to merit and other pay increases. The qualified certifications and annual amounts are as follows:

➤ Hazardous Materials Technician	\$600
➤ Confined Space/High Angle-Rope Rescue Technician	\$600
➤ Master Diver	\$600
➤ Driver/Pump Operator	\$300
➤ Paramedic Preceptor	\$600
➤ Fire Field Training Officer	\$600
➤ Child Safety Seat Technician	\$600
➤ Paramedic (Must be designated by management and approved by the City's medical director to provide Advanced Life Support services as part of their official duties)	\$5,000

31.3 The only add on or assignment pay that will be paid to bargaining unit members is as follows:

A. Working Out of Classification

Bargaining unit members who are required by management to work in a higher classification for an entire shift due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

31.4 Bargaining unit members shall be eligible for pay increases during the duration of this contract as follows:

October 1, 2009 – September 30, 2010

- 2.50% effective October 1, 2009
- Merit Increases ranging from 0 – 4 % based on the overall rating of their annual performance evaluations effective on their City employment anniversary date.

October 1, 2010 – September 30, 2011

- Bargaining unit members will not be eligible for any pay increases during this fiscal year.

October 1, 2011 – September 30, 2012

- Bargaining unit members will be eligible to receive any October 1, 2011 pay increase that may be included in the October 1, 2011 – September 30, 2012 fiscal year budget as approved by the City Council.
- The City and the Union agree to reopen Article 31.4 on or before July 1, 2011 for the purpose of negotiating possible bargaining unit member merit increases to be effective in the October 1, 2011 – September 30, 2012 fiscal year. However, nothing herein shall be construed as an agreement or covenant of the City to offer any merit pay increases at the time of negotiating or approve any merit pay increases for the October 1, 2011 – September 30, 2012 fiscal year.

Article 32

Holidays

- 32.1 The following days shall be observed as official holidays for bargaining unit members:

First Day of January (New Years Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November

December 24th (Christmas Eve)

December 25th (Christmas Day)

- 32.2 When an official holiday falls on a Saturday, eight (8) hour bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, the eight (8) hour bargaining unit members shall observe the holiday on the first Monday after the holiday. Twenty-four (24) hour bargaining unit members shall observe the holiday on the actual holiday.

- 32.3 Holiday pay shall be paid in the following manner:

- A. All bargaining unit members who meet the Holiday Pay eligibility requirements outlined in Article 32.4.C. of this Agreement shall be paid Holiday Pay equivalent to eight (8) hours at the bargaining unit member's regular rate of pay. In the event that the observed holiday falls on the bargaining unit member's regularly scheduled day off, the member may request and, with the Fire Chief's approval, be given eight (8) hours off with pay in the same pay period, instead of being paid the holiday pay.
- B. All bargaining unit members who are required to work on an official holiday as a regularly scheduled day and meet the Holiday Pay eligibility requirements outlined in Article 32.4.C. of this Agreement shall be paid for all

hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay.

- C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:
1. Must be a full-time employee
 2. Must work on the scheduled days prior to and after the holiday, with the exception if the absence was due to the following reasons:
 - a. The bargaining unit member's absence was previously approved.
 - b. The bargaining unit member is absent because of sickness or accident and provides a doctor's statement indicating medical attention has been received.
 - c. The bargaining unit member is absent due to being on approved bereavement leave.
 - d. The bargaining unit member is absent due to a current on the job injury.
- D. A bargaining unit member who reports in on the scheduled work date prior to the holiday and was unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day. The same shall apply to the first scheduled day after the holiday.

Article 33

Publication of the Agreement

- 33.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.
- 33.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the Department's Operating Guidelines.
- 34.2 Bargaining unit members promoted to lieutenant shall receive a pay increase to either the pay scale minimum noted in Article 31.1 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 The probationary period (12 months) for a promoted lieutenant may not be extended more than two (2) consecutive three (3) month periods.
- 34.4 If the promoted lieutenant does not successfully complete the probationary period, the lieutenant shall be demoted to a firefighter position. The member's rate of pay will be adjusted to the rate of pay prior to the promotion.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2012.

Article 36

Damage or Loss to Personal Property

- 36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.
- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
 - B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Fire Chief concerning the claim.
 - C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 37

Pensions

The City agrees to continue funding the Firefighters Pension Plan based on the current level of benefits until such time as the City and the Union agree to any negotiated changes.

Article 38

Performance Evaluations

- 38.1 Newly hired bargaining unit members shall receive two (2), six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.
- 38.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.
- 38.3 Bargaining unit members promoted to Lieutenant shall receive two (2), six (6), nine (9) and twelve (12) month performance evaluations based on their date of promotion to Lieutenant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties at no cost to the member. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Fire Chief shall determine the style of uniform worn by the members.
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 The City shall pay for the cost of shoes purchased by bargaining unit members through the City's contract shoe provider. The City will pay 100% of the cost of the shoe up to \$75.00 on an annual basis. The Fire Chief will approve the styles of shoe worn by the members.
- 39.4 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Firefighter at no cost to the member. The Fire Chief shall determine what equipment is necessary.
- 39.5 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary action an assessment may be made in accordance with the following schedule:
- A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).
 - D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).

Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Fire Chief that the assessment be waived.

- 39.6 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

Article 40

Modified Duty Assignment

- 40.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Fire Chief's sole discretion, it is determined that a necessary modified duty work opportunity exists within the Fire Department. In the event there is no modified duty work available in the Fire Department, the City Manager may approve modified duty status for work in other departments of the City.
- 40.2 If such an opportunity is available, the Fire Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.
- 40.3 Upon the request of the Fire Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.
- 40.4 Any modified duty assignment shall be considered temporary (less than 45 calendar days), may be ended at the will of the City at any time, and shall not be subject to the grievance/arbitration provisions of this Agreement.
- 40.5 A bargaining unit member performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when a member is performing a modified duty assignment. He/she may utilize accumulated and available sick, vacation, or personal time to make up a loss in pay if the modified assignment does not require at least eighty (80) hours in a biweekly pay period.
- 40.6 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a modified duty assignment over a member suffering a non-work related condition if there are insufficient necessary modified duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 40.1 – 40.4.

Article 41

Smoking and Tobacco Use

It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.

Article 42

Health and Safety

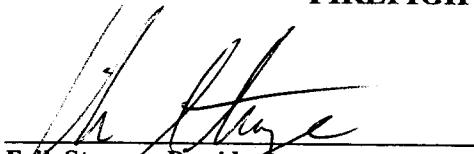
- 42.1 It is the goal of the City and the Union to maintain the highest standards of workplace safety in the Fire Department in order to minimize accidents, injuries, illness and death in the fire Service. In an effort to accomplish this goal, the City agrees to the formation of a Fire Department Safety Committee that will be in compliance with the requirements as set forth in Florida Statutes 633.810.
- 42.2 All bargaining unit members shall be required to pass the annual physical agility test. The physical agility test shall be conducted in accordance with Department Operating Guidelines.

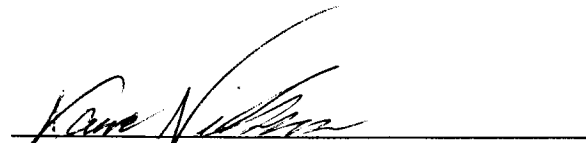
Article 43

Reduced Activity Period

Subject to operational needs, there shall be a period of reduced activity on each shift which should normally run from 1700 to 0700. During the reduced activity period, on-duty employees shall be in Class A, B or C uniform and be ready to respond immediately to calls. After 1700, the on-duty crew shall complete the station duties for the day not yet completed before the reduced activity period, as well as other duties which the Fire Chief, or his/her designee, determines are necessary to be completed before the end of the shift.

**NEGOTIATING TEAM FOR THE CLERMONT PROFESSIONAL
FIREFIGHTERS UNION LOCAL 4350**


Erik Strange, President

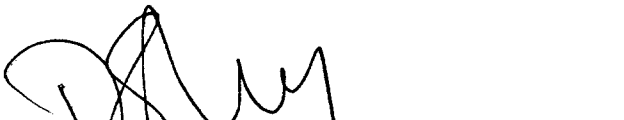

Aaron Nickerson, Vice President


Dean Luginbuhl, Committee Member

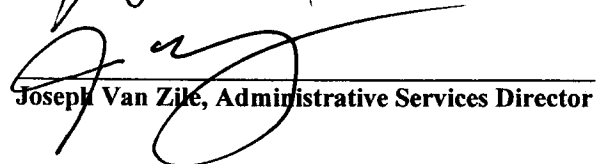

Blake McCorkle, Committee Member

NEGOTIATING TEAM FOR THE CITY OF CLERMONT


Wayne Saunders, City Manager



Darren Gray, Assistant City Manager


Carle Bishop, Fire Chief

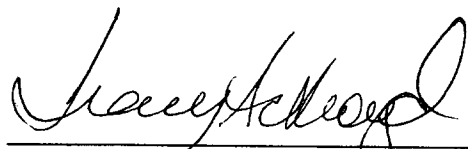

Joseph Van Zile, Administrative Services Director


Patricia Bell, Human Resources Manager

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE 22ND DAY OF JUNE, 2010.**


Harold S. Turville Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk